

Medical Services Contract

This is an agreement by and between the **WHITMOYER HEALTH, PLLC**, hereinafter referred to as **the Provider or Whitmoyer Health**, and **YELLOWSTONE COUNTY YOUTH SERVICES CENTER**, hereinafter referred to as **YCYSC**, for the provision of professional medical services. Whereas the parties agree as follows:

I. Both parties agree that the Provider shall furnish the following medical services for youths in custody or shelter care at the Yellowstone County Youth Services Center:

a. Shelter Care Facility

Sick Call Clinics twice weekly provided by Nurse Practitioner

- Childhood complaints & screening
- Quarterly medication record review
- Blood draws, urine collection and other testing procedures on-site as medically indicated
- Medical re-checks and follow-up
- Medication continuation of existing prescriptions
- Documentation of medical services in youth charts

b. Detention Facility

Nurse Practitioner Clinics twice weekly

- Childhood complaints & screening
- Quarterly medication record review
- Blood draws, urine collection and other testing procedures on-site as medically indicated
- Placement physicals at additional charge
- Medication continuation or revision
- Review and determine medically necessary follow-up on medical screenings conducted at intake at the request of staff
- Documentation of medical services in youth charts

c. Administrative Medical Services

- Serve as Medical Director for the Facility
- Annual written medical policy and procedure
- Quarterly meetings between Medical Director and Facility Director. May be conducted via telephone and memorialized in email
- Review medical incidents with YSC Director and provide recommendations as indicated

- On-call telephone consultation with YSC Director regarding urgent medical issues
- II. Both parties agree that the medical services provided by the Provider will meet the professional requirements of the position for which they are contracted and that they are duly licensed as providers by the State of Montana and maintain current DEA registration. Copies of current Montana State licenses and DEA registrations of the physicians shall be supplied to YCYSC upon request.
 - III. Both parties agree that YCYSC will determine the youths who require medical services and schedule them for care at the Youth Services Center.
 - V. Both parties agree that this Contract is personal as to the parties and may not be transferred or assigned in any matter.
 - VI. Both parties agree that nothing in this Contract shall be construed as prohibiting the YCYSC from contracting with other agencies or organizations to provide professional medical services in any manner or setting which are not in conflict with the policies and procedures of the Provider outlined in this contract.
 - VII. Both parties agree for the purposes of this Contract, Cole Whitmoyer and Sam Bofto, Director of Yellowstone County Youth Services Center, will be the authorized contact person for YCYSC.

PROVIDER

- I. The Provider shall be responsible for handling any required laboratory tests, obtaining and recording the results. Provider shall communicate the results of the laboratory tests to the authorized contact person at YCYSC within a reasonable period of time as mutually agreed upon by the parties.
- II. The Provider shall:
 - provide the YCYSC with a billing for all costs at the end of each month of service.
 - Comply with HIPPA and any applicable health care regulations.
 - Submit to background checks in accordance with licensing requirements.

YCYSC

- I. YCYSC will give providers a complete orientation to the Youth Services Center's operations and policies upon request.
- II. YCYSC agrees to process payment for YCCHD billing on a monthly basis.

- III. Will maintain an adequate supply of medical supplies as jointly determined by the provider and the YSC Director.

INDEMNIFICATION

- I. Medical Malpractice insurance shall be maintained by Whitmoyer Health through Whitmoyer Health, PLLC, with liability limits equal to or greater than Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate. Whitmoyer Health shall provide an Endorsement and Certificate of Insurance to YCYSC evidencing such coverage prior to the engagement. Vendor shall name Yellowstone County as an additional insured.
- II. Each party shall indemnify and hold the other harmless from and against any and all liabilities, losses, damages, actions, suits, proceedings, claims, demands, assessments, fines, penalties, fees, judgments, costs, expenses, and attorney fees of every nature and kind which a party may incur, directly or indirectly, at any time relating to or arising from the services a party provides under this Contract.
- III. Whitmoyer Health shall be bound by and comply with all applicable licensing requirements for secure detention and shelter care, as directed by the YCYSC Director.
- IV. Whitmoyer Health and YCYSC shall be bound by and comply with all Federal Equal Employment Opportunity laws and amendments which prohibit discrimination in employment on the basis of race, religion, color, sex or national origin.

TERMS OF AGREEMENT

- I. YCYSC will pay a fee of \$1,375.00 per month, upon receipt of monthly invoice.
- II. Any laboratory tests required shall be an extra charge above the standard rate billed to YCYSC on a cost basis. Placement physicals shall be billed at \$100 each.
- III. This Contract shall be for a period of two years commencing on the date of execution, unless formally cancelled in accordance with section IV. Any modifications of this Contract shall be in writing and signed by both parties.
- IV. This Contract may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this Contract must give written notice of its intention to do so to the other party at least forty-five (45) days prior to the effective day of cancellation or termination.
- III. The laws of the State of Montana shall govern this contract. In the event of litigation concerning this contract, venue for such litigation shall be in the Thirteenth Judicial

District, Yellowstone County, Montana. Each party agrees to pay the other any costs or expenses, including reasonable attorney fees, incurred by the prevailing party for attempts to enforce the covenants of the Contract.

- IV. This constitutes the entire Contract between the parties. No other conditions are implied or intended.

Col. [Signature] bnp
Whitmoyer Health, PLLC

1/15/25
Date

Chair, Yellowstone County Board of County Commissioners Date